

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM784896

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Malley's Acquisition Co., LLC		02/02/2023	Limited Liability Company: DELAWARE
Malley's Candies, LLC		02/02/2023	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Northwest Bank		
Street Address:	6480 Rockside Woods Blvd. South		
Internal Address:	Corporate Plaza II, Suite 345		
City:	Independence		
State/Country:	OHIO		
Postal Code:	44131		
Entity Type:	National Banking Association: OHIO		
PROPERTY NUMBERS Total: 9			
Property Type	Number	Word Mark	
Registration Number:	6254465	CHOC	
Registration Number:	5793172	CHOC	
Registration Number:	4273568	CHOC	
Registration Number:	4142831	MALLEY'S CANDIES	
Registration Number:	3190570	MALLEY'S	
Registration Number:	3190569	MALLEY'S	
Registration Number:	3235571	MALLEY'S CHOCOLATES	
Registration Number:	2795900	TRUFFLELICIOUS	
Registration Number:	1716167	BILLYBOBS	
CORRESPONDENCE DATA			
Fax Number:	4123942555		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent using a fax number, if provided; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	412-394-7767		
Email:	traip@clarkhill.com		
Correspondent Name:	Paul D. Bangor, Jr., Esquire		

OP \$240.00 6254465

Address Line 1: 301 Grant Street, 14th Floor
Address Line 2: One Oxford Centre
Address Line 4: Pittsburgh, PENNSYLVANIA 15219

ATTORNEY DOCKET NUMBER: 86311.458072

NAME OF SUBMITTER: Paul D. Bangor, Jr.

SIGNATURE: /Paul D. Bangor, Jr./

DATE SIGNED: 02/06/2023

Total Attachments: 5

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NOTICE OF SECURITY INTEREST
U.S. TRADEMARKS

February 3, 2023

WHEREAS, each of the entities listed on the signature page hereto (each a "Grantor" and collectively, the "Grantors"), as applicable, has adopted, used and are using the United States trademarks listed on the annexed Schedule A, which trademarks are registered in or subject to the trademark applications filed in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, pursuant to that certain Credit Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Credit Agreement"), by and among the Grantors, the other Borrowers (as defined therein) party thereto, the Guarantors (as defined therein) party thereto, the Banks (as defined therein) party thereto and Northwest Bank (the "Lender"), the Grantors have entered into that certain Patent, Trademark and Copyright Security Agreement, dated of even date herewith (as may be amended, modified, supplemented or restated from time to time, the "Security Agreement") in favor of the Lender; and

WHEREAS, pursuant to the Security Agreement, each Grantor has granted to the Lender, a mortgage on, pledge of and security interest in, all right, title and interest of such Grantor in and to the Trademarks, together with all the goodwill of the business symbolized by the Trademarks, and, the registrations or applications for registration thereof, and all proceeds thereof, including, without limitation, any royalties, claims for infringement and proceeds of sale or other disposition thereof (the "Trademark Collateral") to secure the payment and performance of the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound hereby, each Grantor does hereby confirm their grant to the Lender of a mortgage on, pledge of and security interest in the Trademark Collateral to secure the payment and performance of the Obligations.

Each Grantor does hereby further acknowledge and affirm that the rights and remedies of the Lender with respect to the assignment of, mortgage on, pledge of and security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth in this Notice of Security Interest.

The Lender's address is Corporate Plaza II, 6480 Rockside Woods Blvd. South, Suite 345, Independence, Ohio 44131.

IN WITNESS WHEREOF, and intending to be legally bound, the Grantors have executed this Notice of Security Interest on the date set forth above as a document under seal.

GRANTORS:

ATTEST/WITNESS:

MALLEY'S ACQUISITION CO., LLC

DK

By: J Brooks (SEAL)

Name: David Kim

Name: Jacqueline Brooks

Title: Notary Public

Title: Vice President

(Include title only if an officer of entity signing to the right)

ATTEST/WITNESS:

MALLEY'S CANDIES, LLC

DK

By: J Brooks (SEAL)

Name: David Kim

Name: Jacqueline Brooks

Title: Notary Public

Title: Secretary

(Include title only if an officer of entity signing to the right)

[Signature Page to Notice of Security Interest U.S. Trademarks]

ACKNOWLEDGMENT

STATE/Commonwealth of Maryland)
)
COUNTY OF Montgomery) SS:

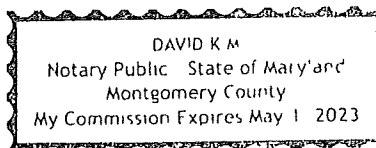
On this, the 2 day of February, 2023, before me, a Notary Public, personally appeared Jacqueline Brooks who acknowledged himself/herself to be the Vice President of Malley's Acquisition Co., LLC, a Delaware limited liability company (the "Company"), and that he/she, as such officer of the Company, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DK

Notary Public

My Commission Expires: May 1, 2023



ACKNOWLEDGMENT

STATE/Commonwealth of Maryland)
)
COUNTY OF Montgomery) SS:

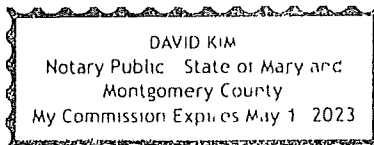
On this, the 2 day of February, 2023, before me, a Notary Public, personally appeared Jacqueline Brooks who acknowledged himself/herself to be the Secretary of Malley's Candies, LLC, a Delaware limited liability company (the "Company"), and that he/she, as such officer of the Company, executed the foregoing instrument for the purposes therein contained by signing his/her name on behalf of the Company.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

DK

Notary Public


My Commission Expires: May 1, 2023



SCHEDULE A


TRADEMARKS

U.S. Trademark Registrations and Applications

Serial Number	Reg. Number	Mark	Live/Dead	Class(es)	Owner	Jurisdictions
88711415	6254465		LIVE	016 029 030	Company	OH
88204295	5793172	CHOC	LIVE	043	Company	OH
85361296	4273568	CHOC	LIVE	043	Company	OH
76689466	4142831	MALLEY'S CANDIES	LIVE	043	Company	OH
76640666	3190570	MALLEY'S	LIVE	043	Company	OH
76640665	3190569	MALLEY'S	LIVE	030	Company	OH
76640664	3235571	MALLEY'S CHOCOLATES	LIVE	030	Company	OH
76438847	2795900	TRUFFLELICIOUS	LIVE	030	Company	OH
74154774	1716167	BILLYBOBS	LIVE	030	Company	OH

270077548

Global Trademark Registrations and Applications

Serial Number	Reg. Number	Mark	Live/Dead	Class(es)	Owner	Jurisdictions
2031565			LIVE	029 030	Company	OH

Ohio State Trademark Registrations and Applications

Entity Number	Reg. Number	Mark	Live/Dead	Class(es)
TM13580		BORDEAUX	LIVE	030